

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in United States Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Celanese International Corporation		04/02/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank AG, New York Branch, as Collateral Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	2602974	
Registration Number:	0810317	UNISIZE
Registration Number:	2624740	DUR-O-COTE
Registration Number:	2797215	VINRES
Registration Number:	2786191	VINACRYL
Registration Number:	0579774	VINAMUL
Registration Number:	0627576	RESYN
Registration Number:	0762558	DUR-O-SET
Registration Number:	0948779	HI LOFT
Registration Number:	3102968	CHEMVIP
Registration Number:	3104866	VYTEK
Registration Number:	2744919	CELPOL
Registration Number:	2580446	CELDEFOAM
Registration Number:	2560464	CELVOL

**CH \$865.00 2602974**

Registration Number:	0179796	CELANESE
Registration Number:	0240681	"CELANESE"
Registration Number:	0322821	CELANESE
Registration Number:	0385189	CELANESE
Registration Number:	0506533	CELANESE
Registration Number:	0811180	CELANESE
Registration Number:	0831525	CELANESE
Registration Number:	0831526	C
Registration Number:	0832786	C CELANESE
Registration Number:	0832787	CELANESE
Registration Number:	0832788	C
Registration Number:	0834807	CELANESE
Registration Number:	0834808	C CELANESE
Registration Number:	0847073	C CELANESE
Registration Number:	0847903	C
Registration Number:	0924042	CELANEX
Registration Number:	1932459	BE AWARE WORK WITH CARE
Registration Number:	2585709	CELAWRAP
Serial Number:	78347114	CELWHITE
Serial Number:	78059286	AOPLUS

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 493945
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/21/2008

Total Attachments: 6

**TRADEMARK**  
**REEL: 003744 FRAME: 0698**

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CELANESE INTERNATIONAL CORPORATION (the "Grantor") with principal offices at 1601 W. LBJ Freeway, Dallas, Texas 75234, hereby assigns and grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 2, 2007 (as amended from time to time, the "Collateral Agreement"). Upon the occurrence of the termination of the Collateral Agreement, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

This Assignment shall be governed by the law of the state of New York irrespective of its conflict of law principles.

This Assignment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing and delivering one or more counterparts.

\* \* \*

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first written above.

CELANESE INTERNATIONAL CORPORATION,  
as Grantor,

By: 


Name: James E. Shields

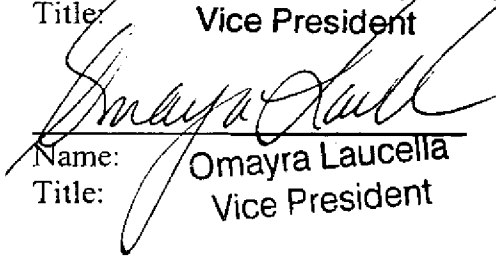
Title: Vice President and Treasurer

*[Signature Page to Trademark Agreement]*

**TRADEMARK**  
**REEL: 003744 FRAME: 0702**

DEUTSCHE BANK AG, NEW YORK  
BRANCH, as Collateral Agent, Grantee

By:   
Name: Evelyn Thierry  
Title: Vice President

By:   
Name: Omayra Laucella  
Title: Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 003744 FRAME: 0703**

SCHEDULE A

Celanese International Corporation

Mark	Grantor	Registration/Serial No.
CELVOL Bubble Design	Celanese International Corporation	2602974
Unisize	Celanese International Corporation	810317
DUR-O-COTE	Celanese International Corporation	2624740
VINRES	Celanese International Corporation	2797215
VINACRYL	Celanese International Corporation	2786191
VINAMUL	Celanese International Corporation	0579774
RESYN	Celanese International Corporation	627576
DUR-O-SET	Celanese International Corporation	762558
HI LOFT	Celanese International Corporation	948779
CHEMVIP	Celanese International Corporation	3102968
CELWHITE	Celanese International Corporation	78347114
VYTEK	Celanese International Corporation	3104866
CELPOL	Celanese International Corporation	2744919
CELDEFOAM	Celanese International Corporation	2580446
CELVOL	Celanese International Corporation	2560464
CELANESE	Celanese International Corporation	179,796
CELANESE	Celanese International Corporation	240,681
CELANESE	Celanese International Corporation	322,821
CELANESE	Celanese International Corporation	385,189
CELANESE	Celanese International Corporation	506,533
CELANESE	Celanese International Corporation	811,180
CELANESE	Celanese International Corporation	831,525
Unique Mark, looks like a swirled "C"	Celanese International Corporation	831,526
Unique Mark, looks like a swirled "C"	Celanese International Corporation	832,786
CELANESE	Celanese International Corporation	832,787
Unique Mark, looks like a swirled "C"	Celanese International Corporation	832,788
CELANESE	Celanese International Corporation	834,807
Unique Mark, looks like a swirled "C"	Celanese International Corporation	834,808



Unique Mark, looks like a swirled "C"	Celanese International Corporation	847,073
Unique Mark, looks like a swirled "C"	Celanese International Corporation	847,903
Celanex	Celanese International Corporation	924,042
Unique Mark "Be Aware, Work with Care"	Celanese International Corporation	1,932,459
AOPLUS	Celanese International Corporation	78/059286
Celawrap	Celanese International Corporation	2,585,709